

**ELECTRONIC SPORTS FEDERATION OF INDIA (“ESFI”)**  
**APPEARANCE/PARTICIPATION RELEASE**  
**MINOR AND PARENTAL/LEGAL GUARDIAN CONSENT**  
**FORM**

If a participant/player is under eighteen (18) years of age, he/she shall be considered a minor in India in accordance with Section 3 of the Indian Majority Act, 1875. Any participant/player who is considered a minor in his/her jurisdiction shall submit this consent form, signed by a parent/legal guardian, upon registering for the event and entry to any Event. Any prizes won by a minor shall be awarded to that minor’s parent/guardian on behalf of the minor identified on the consent form submitted to ESFI. Minors may participate in one (1) or more ESFI events, including any National Esports Championship (NESC), the WC and any other ESFI event, including but not limited to practice matches, registration procedures, etc. The same may be done with the signed consent of the minor’s parent/legal guardian.

**1. Consent to Attendance and Participation of the Minor:**

I, \_\_\_\_\_ Parent/legal guardian  
(hereinafter referred to as the “**Parent**”) of  
\_\_\_\_\_ (hereinafter  
referred to as the “**Minor**”), hereby consent to Minor’s attendance at the NESC, WC, and any  
other ESFI event (hereinafter referred to as the “**Event**”) The Parent understands, accepts and  
agrees that the said Event shall involve a video game tournament and that all the requisite expenses  
related to the Event shall be borne by the participant/player except those expressly provided to be covered  
in clause 8 (EXPENSES) of Regulations, Terms & Conditions for NESC2021 and therefore, in case of  
the minor the same shall be borne by the Parent/Legal Guardian. The Parent also acknowledges and  
accepts that an entry fee may be charged by the ESFI in order to participate in tournaments and events  
wherein cash and/or other prizes may be awarded to certain winners. The Parent hereby understands,  
accepts and agrees that the Event may feature video game competitions featuring one or more video  
games that may have mature and/or adult content and/or violence.

**2. Assumption of Responsibility:**

- i. The Parent shall assume all responsibility and liability for any and all damage and injury suffered by or caused by the Minor while participating in NESC and/or the WC and any other ESFI event or any areas surrounding the venue of the NESC and/or the WC and/or any other ESFI Event, and hereby unequivocally states and warrants that ESFI shall bear no responsibility and/or liability for any and all damage and injury suffered by or caused by the Minor while participating in NESC and/or the WC and/or any other ESFI event or any areas surrounding the venue of the NESC and/or the WC and/or any other ESFI event.
- ii. By his/her signature, the Parent gives his/her permission to allow the Minor to register, attend and participate in any and all Events and other activities without restriction or limitation, including but not limited to playing video games with mature and/or adult content and/or violence, and Minor and Parent hereby release and hold harmless ESFI, its affiliates, subsidiaries, suppliers, related companies /organizations, advertising and promotion

agencies or partners, and any of their respective officers, directors, employees, representatives and agents, from any and all liability that may arise from Minor's participation or Parent's decision to allow Minor to participate in the Events.

3. **Rights:**

- i. In connection with Minor's appearance at and participation in the Event(s), Minor and Parent, on behalf of Minor, give ESFI, the other Event sponsors and their respective licensees, designees and assigns (individually and collectively, "**Producer**"), the irrevocable exclusive commercial rights to film, photograph and record Minor's name, picture, voice and/or likeness and to use the same in any manner or media in connection with the Event, and the advertising and promotion thereof and other advertisements, promotions and publicity for the Event (NESC and/or the WC and/or any other ESFI event) (collectively "**Advertisements**").
- ii. The Minor and/or Parent/guardian agree and acknowledge that all rights, titles and interests in the content as mentioned above are vested in the ESFI and that the Minor and/or Parent/guardian shall not assert any right, title or interest of any kind in the same at any period of time.
- iii. Minor and Parent, on behalf of Minor, hereby acknowledge that Minor's appearance at the Event shall not constitute a performance and that Minor shall not be entitled to any compensation for such appearance, nor to any guild or union payments for use or reuse of such appearance.
- iv. Producer has Minor's consent, to incorporate any photographs, audio-only or audiovisual recordings in which Minor appears (including, without limitation, news, television and/or motion picture footage) in the Event and/or Advertisements for use as outlined in this form as well as for historical documentation and/or archival purposes, including without limitation, on Producer's website (*e.g.*, showing Minor's participation in the Event); and Minor and Parent, on behalf of Minor, hereby waive any right to any additional compensation therefore, including but not limited to, any excerpt and/or reuse fees and/or residual payments.
- v. The Minor and the Parent, on behalf of the Minor, understand that Producer is not obligated to actually exploit any of the rights granted in this Release. Minor and Parent, on behalf of Minor, acknowledge and agree that Producer will incur considerable expense in reliance on this Release, so neither Minor nor Parent will have the right to revoke it.

4. **Anti-Doping:** The Minor and the Parent, on behalf of Minor hereby represent and warrant that the Minor shall not indulge in any doping activity and shall not take/consume any illegal drugs and/or abuse any prescription or over the counter drugs, nor take any performance enhancing drugs prohibited by the World Anti-Doping Agency (**WADA**) as described on the WADA website, currently located at <http://list.wada-ama.org/>, which may be updated from time to time, and any other substances that may be prohibited by ESFI, in connection with the Events.

The Minor and the Parent, on behalf of Minor hereby represent and warrant that the Minor shall abide by the terms of Clause 12 (Prohibited Substances and Prohibited Methods) of the Regulations, Terms & Conditions for NESCS2021 issued by the ESFI.

**5. Release:**

- i. Minor and Parent, on behalf of Minor, understand that all of the foregoing is a material inducement for Producer to proceed with the Event and Advertisements, and that Producer may rely on this Release in proceeding with the Event and Advertisements. Minor and Parent, on behalf of Minor, hereby release ESFI, Producer, advertisers, broadcasters and distributors of the Event,
    - a. from any and all claims for damage or personal injury arising from or relating to Minor's participation in the Event, and
    - b. from all liability and obligation to Minor of any and all nature whatsoever arising out of or in connection with the exercise of the rights granted herein including, without limitation, from any liability for violation of rights of privacy, publicity, defamation, emotional distress or any similar right.
  - ii. Minor and Parent, on behalf of Minor, hereby indemnify ESFI and the Producer(s) from and against all claims, actions, losses, damages, adverse orders and liabilities resulting from any breach or alleged breach of this agreement and/or any actions or omissions by the Minor while participating in the Event. The Producer(s) shall have the unrestricted right to assign this agreement and any of its rights and/or obligations hereunder, in whole or in part, to any person(s) or entities.
6. This document along with the Regulations, Terms and Conditions for NESCS 2021 shall constitute as the entire agreement and, subsequent to execution, cannot be modified without written consent. This agreement shall be exclusively governed by and construed in accordance with the laws of India.
7. The NESCS and/or any other ESFI event shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with the NESCS, these Terms and Conditions and any other ESFI event shall be referred to arbitration at Delhi, India, in accordance with provisions of the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of three (3) arbitrators, with each Party appointing one arbitrator and the said chosen arbitrators appointing the third arbitrator (Presiding arbitrator). The seat of arbitration shall be Delhi, India, and the language of arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding. The cost of arbitration shall be borne equally by both parties.

The Parent and the Minor hereby acknowledge, affirm and warrant that they shall abide by the Regulations, Terms & Conditions for NESCS2021 and any other regulation issued by the ESFI and/or IESF, and that the present document shall be read along with these, as an integral part of these documents. In case of any inconsistency the Regulations, Terms & Conditions for NESCS2021 shall prevail.

**I have read this entire Release and Regulations, Terms & Conditions for NESCS2021 and fully**

**understand its contents. I agree to abide by the same and have my full consent. I, on behalf of Minor, am signing it voluntarily, without any duress or undue influence.**

**Parent/Legal Guardian:**

Signature: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature Proof (Self attested Passport/Pan Copy/Aadhaar Card Copy/Voter ID Card Copy):  
\_\_\_\_\_

**I have read this entire Release and Regulations, Terms & Conditions for NESC2021 and fully understand its contents. I agree to abide by the same I am signing it voluntarily, without any duress or undue influence.**

**Minor:**

Signature: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Government issued Photo Identity Proof # \_\_\_\_\_

Expiry Date of the government issued Photo identity proof: \_\_\_\_\_

**Please Note: All the pages need to be signed by the Parent/Legal Guardian and the Minor.**